

**NO TRANSFER
TAX PAID**

WARRANTY DEED

48-246

KNOW ALL MEN BY THESE PRESENTS, that **LEONARD C. CABANA, JR. and CARMEN E. CABANA, TRUSTEES OF THE LEONARD C. AND CARMEN E. CABANA REVOCABLE LIVING TRUST UNDER TRUST AGREEMENT DATED APRIL 1, 1991**, of Waterville, County of Kennebec and State of Maine in consideration of one dollar and other valuable consideration paid by **LEONARD C. CABANA, V, of Winslow, and JEAN M. KOLLER**, of Augusta, both of County of Kennebec and State of Maine, as tenants in common and not as joint tenants, the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain sell and convey unto the said Leonard C. Cabana, V and Jean M. Koller, their heirs and assigns forever, a certain lot or parcel of land located in the City of Waterville, County of Kennebec and State of Maine bounded and described as follows:

Being a part of Elm Terrace as delineated on a plan made for A.F. Merrill, Proprietor, by Green and Wilson, dated April 6, 1919, as corrected April 16, 1923, bounded as follows: Beginning in the north line of Elm Terrace at a point about ninety-four and two tenths (94.2) feet westerly from the west line of Elm Street measuring in north line of said Elm Terrace and running thence southerly about thirty-five and four tenths (35.4) feet to an iron pipe at the southwest corner of Dr. P.S. Merrill's homestead; thence southerly fourteen and four tenths (14.4) feet to the north line of the right-of-way; thence westerly on the north line of the right-of-way nine and three tenths (9.3) feet to an angle; thence further westerly twelve and three tenths (12.3) feet to another angle; thence still further westerly in the north line of said right-of-way to the southwest corner of the lot delineated as No. 1; thence northerly about fifty-six and four tenths (56.4) feet to the north line of said lot; easterly about forty-four and six tenths (44.6) feet to the point of beginning.

Also, another certain lot or parcel of land being a part of said Elm Terrace bounded and described as follows, to wit: Beginning in the south line of said right-of-way at the northwest corner of a lot sold to Dr. William Claire Brown; thence southerly about thirty (30) feet to the north line of the Cottle Estate; thence westerly in the north line of said Cottle Estate about twenty-four and four tenths (24.4) feet; thence northerly at nearly right angles about twenty-four and three tenths (24.3) feet to the south line of said right-of-way; thence easterly along the right-of-way about sixteen and five tenths (16.5) feet to an angle; thence further easterly along the right-of-way about fourteen and one tenth (14.1) feet to the point of beginning.

There is also granted the right of passage over the right-of-way in Elm Terrace for the benefit of both said lots, but this conveyance is upon the express condition that no building, nor part of a building or structure of any other kind, shall ever be erected or allowed to stand upon the southerly one of the two lots above conveyed.

MEANING AND INTENDING to convey the same premises as conveyed to Leonard C. Cabana and Carmen E. Cabana, Trustees of the Leonard C. and Carmen E. Cabana Revocable

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Living Trust under Trust Agreement dated April 1, 1991 by Warranty Deed of Leonard C. Cabana and Carmen E. Cabana dated April 9, 1991, and recorded in Kennebec County Registry of Deeds Book 3907, Page 115.

Excepting and reserving however, for the benefit of the Grantors herein, the right to use and occupy the said real estate during the remaining years of their lifetime and the lifetime of the survivor of them, this being the reservation of life estate. During such period of life use, the said Grantors or the survivor of them will pay the real estate taxes as assessed against the premises, the cost of fire or homeowners insurance coverage and the expense of utilities and heating the dwelling house. The Grantors shall be responsible for the cost of repairs and ordinary maintenance.

TO HAVE AND TO HOLD the aforegranted and bargained premises, with all privileges and appurtenances thereof, to the said Leonard C. Cabana, V and Jean M. Koller, their heirs and assigns, to them and their use and behoof forever.

AND we do covenant with the said Grantee, their heirs and assigns, that we are lawfully seized in fee of the premises; that they are free of all encumbrances; that we have good right to sell and convey to the said Grantee to hold as aforesaid; and that we and our heirs, shall and will warrant and defend the same to the said Leonard C. Cabana, V and Jean M. Koller, their heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, we, the said **Leonard C. Cabana, Jr. and Carmen E. Cabana** have hereunto set my hand and seal this 16th day of April, 2004.

Signed, Sealed and Delivered
in presence of

MLL
to Both

Leonard C. Cabana Jr.
LEONARD C. CABANA, JR.
Carmen E. Cabana
CARMEN E. CABANA

STATE OF MAINE
KENNEBEC, ss.

April 16, 2004

Personally appeared the above named **Leonard C. Cabana, Jr. and Carmen E. Cabana** and acknowledged the foregoing instrument to be their free act and deed.

Received Kennebec SS.
05/03/2004 9:57AM
Pages 2 Attest:
BEVERLY RUSTIN-HATHEWAY
REGISTER OF DEEDS

Before me,

MLL
Mark J. Nale
Maine Attorney at Law